

STATE OF ALABAMA
Bibb COUNTY }

Know all men by these presents: That whereas, the undersigned,

Bobby J. Killingsworth and wife Brenda J. Killingsworth

(herein called debtor)

First State Bank of Bibb County

justly indebted to ~~Bank of Bibb County~~ West Blocton, Alabama

a corporation (herein called mortgagee) in the sum of Eighteen Thousand (\$18,000.00)

DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from August 27, 1983 at 15.50 per cent per annum, interest payable

principal and interest being evidenced by waive promissory note of debtor, due and payable at

First State Bank of Bibb County as follows:

Monthly payments of \$295.94, the first such payment due and payable on September 27, 1983 and one such payment due and payable on the 27th day of each month thereafter until a total of fifty-nine (59) such payments are made.

BOOK 440 PAGE 436

This mortgage paid in full and satisfied the
the 31 day of July 1984
First State Bank of Bibb County
BY Thomas A. [Signature]
SEE PIA FILED VOL 37 P. 977 ATT. IN FACT

RECEIVED THE OFFICE
OF THE CLERK OF THE
COURT
MTG \$2427.00
83 SEP - 3 11 1984

RECEIVED THE OFFICE
OF THE CLERK OF THE
COURT

mtg Book 154
Page 931

And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debt- or may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful per-

formance of all promises and agreements herein made, Bobby J. Killingsworth and wife, Brenda J. Killingsworth

First State Bank of Bibb County (herein called mortgagor),

do hereby grant, bargain, sell and convey to ~~Bank of Bibb County~~ West Blocton, Alabama, a corporation, (herein called mortgagee) successors and assigns, the following described real estate in Shelby County, Alabama to-wit:

See Attached Exhibit A

all of which property is hereby warranted to belong to mortgagors in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor S do hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor S fail to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee may at its option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor S to mortgagee due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor S shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Bibb

County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in Bibb County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

BOOK 440 PAGE 437

The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagors or assigns.

Mortgagee, successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee or assigns is hereby authorized to execute title to the purchaser. Debtor S do further agree to pay such reasonable attorney's fees as may be incurred by mortgagee, or successors or assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor S, their heirs or assigns and accepted by mortgagee, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor S agree to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor S waive all rights of exemption as to personal property under the Constitutions and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor S will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the amount required by mortgagee, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee, and debtor will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee, successors and assigns that mortgagor is or are the owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and defend mortgagee, successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect

and defend mortgagee, successors and assigns, in the quiet and peaceable enjoyment of the rights hereby conveyed, against the lawful claims and demands of all persons whomsoever, and mortgagor especially agrees to protect and defend the title and rights hereby conveyed and to pay all costs and expenses which may be incurred by mortgagee, successors and assigns in the protection or defense of said property or the title thereto, including attorney's fees and other legal expenses, all of which are hereby fully secured.

BOOK 440 PAGE 438

Witness our hand and seal on this the 31st day of August, 1983

Witnesses
Bobby J. Killingsworth (L. S.)
Brenda J. Killingsworth (L. S.)

_____ (L. S.)
_____ (L. S.)

STATE OF ALABAMA, Shelby COUNTY.

I, Joan S. McMillan, a Notary Public in and for said County and State, do hereby certify that Bobby J. Killingsworth and wife Brenda J. Killingsworth

whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 31st day of August, 1983

Joan S. McMillan
Notary Public in and for Shelby County
County, Alabama

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date. And I do hereby certify that on the _____ day of _____, 19____, _____ came before me the within named _____

known to me to be the wife of the within named _____ who, being examined separately and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____

Notary Public in and for _____
County, Alabama

Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East, thence run North along the West line of said section a distance of 1334.60 feet to the Northwest corner of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of said section; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 654.84 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 173.50 feet; thence turn an angle of 88 deg. 54 min. to the left and run a distance of 321.15 feet to a point on the West R.O.W. line of Shelby County Highway #21; thence turn an angle of 69 deg. 09 min. to the right and run along the West R.O.W. line of said highway a distance of 300.00 feet; thence turn an angle of 5 deg. 20 min. to the left and continue along the West R.O.W. line of said highway a distance of 579.25 feet; thence turn an angle of 51 deg. 15 min. to the right and run a distance of 707.09 feet to a point on the south line of Section 8, Township 24 North, Range 13 East; thence turn an angle of 65 deg. 01 min. to the right and run west along the south line of said section a distance of 954.75 feet to the point of beginning. Situated in the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) and in the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #1

Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East, thence run North along the West line of said section a distance of 955.00 feet; thence turn an angle of 91 deg. 10 min. to the right and run a distance of 1117.96 feet to the West R.O.W. line of a paved County Highway; thence turn an angle of 63 deg. 44 min. to the right and run along said R.O.W. line a distance of 349.95 feet; thence turn an angle of 51 deg. 15 min. to the right and run a distance of 707.09 feet to the South line of Section 8; thence turn an angle of 65 deg. 01 min. to the right and run West along the South line of said section a distance of 954.75 feet to the point of beginning.

Situated in the SW 1/4 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #2

Commence at the SW corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of said Section 8, a distance of 1334.60 feet; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 284.84 feet to the point of beginning; thence continue in the same direction a distance of 185.00 feet to the corner of the Willie Lee Johnson lot; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 197.00 feet; thence turn an angle of 97 deg. 05 min. 48 sec. to the right and run a distance of 175 feet; thence turn an angle of 85 deg. 38 min. 05 sec. to the right and run a distance of 100 feet to the point of beginning. Situated in the West 1/2 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO an easement for a driveway described as follows:

Commence at the SW corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of

said Section 8, a distance of 1334.60 feet; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 469.84 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 185 feet to the point of beginning; thence turn an angle of 114 deg. 05 min. to the left and run a distance of 185 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 10.95 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 190.00 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 12.00 feet to the point of beginning; Situated in the W 1/2 of the SW 1/4 of Section 8, Township 24 North Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

Parcel #3

A tract of land located in the SW 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 8, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows: Begin at the Southwest corner of Section 8, Township 24 North, Range 13 East; thence run North along the West line of said section a distance of 1334.60 feet to the Northwest corner of the SW 1/4 of the SW 1/4 of said section; thence turn an angle of 65 deg. 54 min. to the right and run a distance of 469.34 feet for the point of beginning of the property herein described; from the point thus obtained continue along the said line described above for a distance of 185 feet; thence turn an angle of 114 deg. 05 min. to the right and run a distance of 185 feet; thence turn an angle of 65 deg. 55 min. to the right and travel Southwesterly 185 feet; thence turn an angle of 114 deg. 05 min. to the right and travel in a Northerly direction 185 feet to the point of beginning of the property herein conveyed.

Louis A. Knowles and Dorothy Jeanette Knowles also do hereby convey unto Willie Lee Johnson a right of way across other land of Louis A. Knowles and Dorothy Jeanette Knowles for ingress and egress, the said right of way being a uniform width of eleven and one-half feet with the South side of the right of way beginning and touching the Southeast corner of the property described and conveyed above and the said right of way shall continue from this point to the Shelby County Highway #21, 321 feet, more or less, east of the parcel of property described and conveyed above. All being situated in Shelby County, Alabama.

Dorothy Jeanette Knowles is the surviving grantee of deed recorded in Deed Book 220 Page 307 in the Probate Office of Shelby County, Alabama; the other grantee, Louis A. Knowles having died on or about February 9, 1982

SHELBY COUNTY, ALABAMA
 PROBATE OFFICE
 1983 DEC -8 AM 9:31

William A. Samuels, Jr.
 JUDGE OF PROBATE

Rec. 750
 1100
 850